

4. **Termination.** This Agreement may be terminated by either party at any time, with 0: without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 7 herein.

5. **Hold Harmless.** College Station and Burleson County agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with this Agreement.

6. **Disclaimer of Warranty.** The sale and purchase of this equipment is as is, where is and without warranty, express or implied, as to quality, condition, fitness for known purpose, or of any other kind and the buyer understands and agrees that the goods are sold "as is".

7. **Invalidity.** Provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

8. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

Burleson County:

Burleson County
Judge Bob Doonan
10010 Buck St Ste 306
P.O. Box 9960
College Station, TX 77842

College Station:

City of College Station, Department of Public Works
Attn: Larry Scott, Fleet Superintendent
2613 Texas Avenue
P.O. Box 9960
College Station, Texas 77842

9. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, state nents, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

10. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

11. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.

12. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

13. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

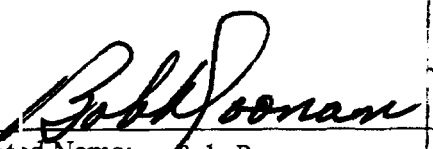
14. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

15. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

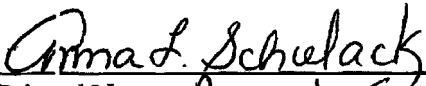
16. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

17. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

BURLESON COUNTY

By: 
Printed Name: Bob Doonan
Title: County Judge
Date: 9-26-01

ATT EST:


Printed Name: Anna L. Schielack
Title: Burleson Co. Clerk
Date: 9-26-01

CITY OF COLLEGE STATION

By: _____
Lynn McIlhaney, Mayor
Date: _____

ATTEST:

Connie Hooks, City Secretary
Date: _____

APPROVED:

Thomas E. Brymer, City Manager

Date: _____

City Attorney

Date: 10/11/01

Charles Cryan, Director, Fiscal Services

Date: 10/11/01